



DEPARTMENT OF HEALTH SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FINANCIAL REVENUE AND ANCILLARY SERVICES

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Prepared By
Contracts and Grants Division

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1.0 GENERAL INFORMATION

DHS operates four hospitals including some of the nation's premiere academic medical centers through their affiliations with the University of Southern California, School of Medicine and the University of California Los Angeles, School of Medicine. In addition, DHS operates six (6) comprehensive health centers and multiple health centers throughout Los Angeles County, many in partnership with private, community-based providers.

The County of Los Angeles, Department of Health Services (DHS) is seeking qualified companies to enter into Master Agreements with the County to provide Financial Revenue and Ancillary Services (FRAS) to DHS hospitals.

This Master Agreement allows the County an option to select Contractor(s) from a pool of available Master Agreement contractors for short or long term services, as required by the County for each category below. The objective of this RFSQ process is to secure one or more qualified contractors to provide FRAS.

1.1 Master Agreement Process and Service Categories

Master Agreements will be executed with all vendors determined to be qualified through the Statement of Qualifications (SOQ) process (see Section 2.7.2 -Vendor Qualifications).

Upon the Department's execution of Master Agreements, various qualified vendors will be added to the Master List for FRAS, and from time to time, under competitive conditions will have an opportunity to bid for County required services under their qualified Category of Services.

Each bid opportunity will include a Statement of Work (SOW), describing the services sought under a specific Category of Services. In the event the County adds additional Categories of Services with an Addendum to this RFSQ, at a later

time, all vendors will have an opportunity to submit an additional SOQ for the new category.

One Master Agreement will be executed for each qualified Vendor that submits a SOQ and is certified under at least one Category below. A Vendor may choose to become certified under one Category or both Categories. Certified Vendors will be contacted by the County to submit a bid when services are needed for the category (ies) for which they have submitted SOQs and were certified by the County.

In this RFSQ, the County is requesting SOQs for the following categories:

1.1.1 Workers' Compensation Identification and Recovery Services (WCIRS)

The Vendor shall provide WCIRS, which shall include the identification and recovery of Worker's Compensation (WC) benefits for patients receiving medical treatment in County Facilities.

Core Services required of the Vendor shall include: 1) Identification Services; and 2) Recovery Services. See Exhibit A, SOW, Exhibit A-1, in Appendix H, Master Agreement for detailed information on all services.

1.1.2 Patient Account Collection Letter Services (PACLS)

The Vendor shall issue collection and non-collection letters, for any DHS inpatient and/or outpatient Self-Pay classified accounts or any other type of DHS account referred to Contractor. The Vendor may be required to provide PACLS that are significantly greater in volume than the current core service volumes (which do not currently include non-collection letters services); PACLS volumes of data mailers for calendar year 2010 was approximately 726,000, and PACLS volumes for collection letter service accounts was over 182,000.

Core Services required of the Vendor include: 1) Data Mailer Services, 2) Collection Letter Services, and 3) Non-Collection Letter Services.

The Vendor may choose to provide Optional Services including: 1) Handling inquiries; 2) Phone Services; 3) Guarantor Statement Services; 4) Payment Options Processing; and 5) Electronic File Images. See Exhibit A, SOW, Exhibit A-2, in Appendix H, Master Agreement for detailed information on all services.

The execution of a FRAS Master Agreement between the County and Contractor is not a guarantee of work.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION**
QUALIFICATION PROCESS: Explains how the SOQ will be reviewed, selected and qualified.
The selection process will consist of a two part process. The Vendor must first meet the minimum requirements to qualify for a secondary review of the SOQ submitted.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.

- **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
- **D - JURY SERVICE ORDINANCE:** County Code.
- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **G - SAFELY SURRENDERED BABY LAW:** County program.
- **H - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix H, Master Agreement, Paragraph 2 - Definitions.

1.4 Vendor's Minimum Qualifications

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit and SOQ.

1.4.1 All Category Qualifications

In addition to qualifying for any of the Specific Categories below as they become available, in order for a Vendor to obtain a FRAS Master Agreement, each Vendor must meet the following minimum qualifications: 1) have at least three (3) years experience within the last five (5) years

providing services in each of the categories for which they are attempting to qualify; and 2) have the appropriate business license and certifications in good standing with respective licensing agencies.

1.4.2 Category Specific Qualifications

For this RFSQ, Vendors that meet the minimum qualifications in Section 1.4.1 – All Category Qualifications, must still meet at least one category specific qualifications for the Categories below in Section 1.4.2.1 – Billing, Collection, Follow-up and Support Services and/or 1.4.2.2 – Mail Services and Support Services. On an as-needed basis, the County may add new categories that are substantially similar to the categories identified below with an Addendum to this RFSQ.

Each Category's minimum qualifications are provided below:

1.4.2.1. Billing, Collection, Follow-Up and Support Services:

Vendor must have capability of producing all inclusive claims (e.g., UBO4), and itemized claims as requested by Department of Health Services for the following categories listed below:

- **WCIRS**

For one (1) of the qualifying three (3) years experience claimed in Section 1.4.1 – All Category Qualifications, Vendor's organization must have billed and collected a minimum of \$0.8 million on Worker's Compensation accounts for a medical facility(ies) in California.

1.4.2.2. Mailing Services and Support Services:

- **PACLS**

For each of the qualifying three (3) years claimed in Section 1.4.1 – All Category Qualifications, Vendor must be currently generating over 500,000 mass mailings per year for a client in the healthcare industry.

1.5 Master Agreement Sum

The Contractor's rates shall be determined for each category after the County completes its bidding process.

1.6 Master Agreement Term

1.6.1 The term of the Master Agreement will be two (2) years with two (2) additional two-year option periods. Option periods will be exercised at the Department's discretion.

1.6.2 The County will continuously accept SOQs in order to qualify vendors throughout the duration of the Master Agreement for Categories that have been solicited by the County, including the two (2) two-year option periods.

1.7 County Rights and Responsibilities

The County has the right to amend this RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, and/or e-mailed as follows:

Department of Health Services
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attention: Sarah Davda
e-mail address: sdavda@dhs.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel or former County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.9 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.10 County Option to Reject SOQs and/or Cancel Solicitation

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County may, at its sole discretion, with or without cause, cancel the solicitation if the County determines it is in its best interest. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.11 Protest Process

1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in subsection 1.11.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described respectively in the Sections below.

1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.11.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference sub-section 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference sub-section 3.2 in the Review/Selection/Qualification Section)

1.12 Notice to Vendor's Regarding Public Records Act

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.13 Indemnification and Insurance

1.13.1 Required Coverage

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H - Master Agreement, sub-paragraph 8.27. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with

associated amounts specified in Appendix H - Master Agreement, sub-paragraphs 8.28 and 8.29.

1.13.2 SPARTA Program

A County Program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams Insurance Services.

For additional information, a Vendor may call (800) 420-0555 or may access their website directly at www.2sparta.com.

1.14 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.15 Background and Security Investigations

Contractor shall be required to comply with the Background and Security investigations provision contained in Appendix H, Master Agreement, sub-paragraph 7.5.

1.16 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.26 in Appendix H, Master Agreement.

1.17 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any

capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.18 Determination of Vendor Responsibility

- 1.18.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.
- 1.18.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.18.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.18.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to

the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 1.18.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.18.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.19 Vendor Debarment

- 1.19.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.19.2 If there is evidence that the apparent highest ranked Vendor may be

subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.19.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.19.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.19.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.19.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred

for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.19.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.19.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.19.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.20 Contractor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.21 Gratuities

1.21.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.21.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.21.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.22 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this

solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 5, as part of their SOQ.

1.23 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.24 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 9, as part of their SOQ.

1.25 County's Quality Assurance Plan

After award of a Master Agreement, the County or its agent will evaluate the Contractor's performance under the Master Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the SOW, Exhibit A. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.26 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H - Master Agreement, sub-paragraph 8.43.

1.27 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 County Policy on Doing Business with Small Business

1.28.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.28.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process.

1.28.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-section 1.29 of this Section.

1.28.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.29 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H - Master Agreement, sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.29.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working

specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.29.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.29.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of

Contractor or meets any of the exceptions to the Jury Service Program.
The County's decision will be final.

1.30 Intentionally Omitted

1.31 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.32 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.33 Intentionally Omitted

1.34 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1.34.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, Vendor must submit a the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 12, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the SOQ identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent contract, Vendor must submit a certification, completed by each subcontractor, attesting that neither the

subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

- 1.34.2 Failure to provide the required certification may eliminate the SOQ from consideration.
- 1.34.3 In the event that Vendor and/or its subcontractor(s) is or are unable to provide the required certification, Vendor instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFSQ.
- 1.34.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.

1.35 Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH)

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and with the Health Information Technology for Economic and Clinical Health (HITECH) provision contained in Appendix H, Sample Master Agreement, sub-paragraph 8.25.

1.36 County's Defaulted Property Tax Reduction Program

- 1.36.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted

Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J and the pertinent provisions of the Sample Master Agreement, Appendix H, sub-paragraphs 8.16, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

- 1.36.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 11. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 1.36.3 SOQ's that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ 10/7/11
- Request for a Solicitation Requirements Review Due..... 10/24/11
(10 business days after release of solicitation document)
- Written Questions Due (optional) 10/24/11
- Questions and Answers Released 10/26/11
- SOQ due by October 31, 2011 at 1:00 pm*, Pacific Time..... 10/31/11

****SOQs that are submitted after the due date and time, shall be considered for review at the convenience of the County .***

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified below. All questions must be received by October 24, 2011. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Questions should be addressed to:

Department of Health Services
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attention: Sarah Davda
e-mail address: sdavda@dhs.lacounty.gov

2.6 Intentionally Omitted.

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses/Certificates/Accreditations (Section D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section E)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix A. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.** Provide a

summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in sub-section 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

1) All Category Qualifications

In addition to qualifying for any of the Specific Categories below as they become available, in order for a Vendor to obtain a FRAS Master Agreement, each Vendor must meet the following minimum qualifications: 1) have at least three (3) years experience within the last five (5) years providing services in each of Category for which they are attempting to qualify at the time that the County is requesting an SOQ for that category; and 2) have the appropriate business license and certifications in good standing with respective licensing agencies.

2) Category Specific Qualifications

Vendors that meet the minimum qualifications above must still provide category specific qualifications for one or both of the Categories below for which the County is soliciting SOQs. The specific minimum qualifications for the Categories for which the County is currently seeking services are:

A. Billing, Collection, Follow-Up and Support Services:

Vendor must have capability of producing all inclusive claims (e.g., UBO4), and itemized claims as requested by Department of Health Services for the following categories listed below:

- **WCIRS**

For one (1) of the qualifying three (3) years experience claimed in Section 1.4.1 – All Category Qualifications, Vendor's organization must have billed and collected a minimum of \$0.8 million on Worker's Compensation accounts for a medical facility(ies) in California.

B. Mailing Services and Support Services:

- **PACLS**

For each of the qualifying three (3) years claimed in Section 1.4.1 – All Category Qualifications, Vendor must be currently generating over 500,000 mass mailings per year for a client in the healthcare industry.

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:**Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

The Vendor must complete and include Required Forms, Exhibits 6, 7 and 8 as set forth in Appendix A.

a. Prospective Contractor References, Exhibit 6

Vendor must provide five (5) references where the same or similar scope of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 7

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. Prospective Contractor List of Terminated Contracts for Non-Performance, Exhibit 8

Listing must include contracts terminated for non-performance within the past three (3) years with a reason for termination.

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or

- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor. If a Vendor has no Pending Litigation and/or Judgments, provide a statement indicating so.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

Exhibit 2 Certification of No Conflict of Interest

Exhibit 3 Vendor's Equal Employment Opportunity (EEO) Certification

Exhibit 4 Los Angeles County Community Business Enterprise Program (CBE)

Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Exhibit 13 WCIRS Technical Requirements Statement

Exhibit 14 PACLS Technical Requirements Statement

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H - Master Agreement, subparagraphs 8.28 and 8.29. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses/Certificates/Accreditations (Section D)

Vendor must furnish a copy of any applicable licenses/certificates/accreditations.

2.7.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section E)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – Exhibit 12 in Appendix A. If Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification.

Follow instructions provided in Number 9 of the Certification form.

2.8 SOQ Submission

The original SOQ and three (3) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

“SOQ FOR FINANCIAL REVENUE AND ANCILLARY SERVICES”

The SOQ and any related information shall be delivered or mailed to:

**Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Sarah Davda**

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in sub-paragraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. **SOQs that are submitted after the due date and time, shall be considered for review at the convenience of the County.*

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H - Master Agreement.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Sarah Davda

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications

County shall review the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A, Required Forms, and determine if the Vendor meets the minimum qualifications as outlined in sub-section 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

SOQs that are submitted after the due date and time, shall be considered for review at the convenience of the County.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's References as provided in Section A.2. The review will include verification of any three references submitted at the sole discretion of the County, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

3.1.3 Required Forms

All forms listed in Section 2, sub-section 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses/Certificates/Accreditations

Review the proof of licenses/certificates/accreditations provided in Section D of the SOQ.

3.1.6 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor's Certification Form in Section E, if submitted, will be reviewed to determine if the appropriate authorized representative of the Vendor signed the form. If the Vendor submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the SOQ is appropriate under the federal law.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review/evaluation process. If DHS determines that an SOQ is disqualified due to non-responsiveness, DHS shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DHS's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be

provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

DHS may select and offer FRAS Master Agreements to Vendors that meet the minimum qualifications and are certified by DHS in the All Categories Qualifications, Paragraph 1.4.1, and Category Specific Qualifications, Paragraph 1.4.2.

3.4 Master Agreement Award

Vendors who are notified by DHS that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DHS's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement to the Board of Supervisors.

DHS will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors will be informed of the final selections.

APPENDIX A

REQUIRED FORMS

**APPENDIX A
REQUIRED FORMS
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VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
_____	_____	_____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Page 2 of 2

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4.1 – All Category Qualifications, and 1.4.2 – Category Specific Qualifications of this Request for Statement of Qualifications (RFSQ), as listed below.

Check the appropriate boxes:

All Category Qualifications (All Vendors must answer this question.)

- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.1 - In addition to qualifying for any of the Specific Categories below as they become available, in order for a Vendor to obtain a FRAS Master Agreement, each Vendor must meet the following minimum qualifications: 1) have at least three (3) years experience within the last five (5) years providing services in each of the categories for which they are attempting to qualify at the time that the County is requesting an SOQ for that category; and 2) have the appropriate business license and certifications in good standing with respective licensing agencies.

Category Specific Qualifications (Check all that apply. At least one category must be checked.)

- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.2.1. **Billing, Collection, Follow-Up and Support Services:**
Vendor must have capability of producing all inclusive claims (e.g., UBO4), and itemized claims as requested by Department of Health Services for:
WCIRS: For one (1) of the qualifying three (3) years experience claimed in Section 1.4.1 – All Category Qualifications, Vendor's organization must have billed and collected a minimum of \$0.8 million on Worker's Compensation accounts for a medical facility(ies) in California.

- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.2.2. **Mailing Services and Support Services:**
PACLS: For each of the qualifying three (3) years claimed in Section 1.4.1 – All Category Qualifications, Vendor must be currently generating over 500,000 mass mailings per year for a client in the healthcare industry.

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connections with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Corporation's Name: _____

Address: _____

e-mail address: _____ Telephone number: _____

On behalf of _____ (Vendor's name), I _____
(Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature _____ Internal Revenue Service Employer Identification Number _____

Title _____ California Business License Number _____

Date _____ County WebVen Number _____

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

VENDOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 4
County of Los Angeles – Community Business Enterprise Program (CBE)

INSTRUCTIONS: All vendors/bidders responding to this solicitation must complete and return this form for proper consideration of the statement of qualifications/bid.

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

***FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION***

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor organization have and will comply with it during the Statement of Qualifications process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

PROSPECTIVE CONTRACTOR'S REFERENCE IDENTIFICATION

Vendor's Company Name: _____

At a minimum, five (5) references must be provided for each service to meet qualifications in the RFSQ Section 1.4 Vendor's Minimum Qualifications. Any three (3) of the five (5) references submitted will be contacted at the sole discretion of the County. (Make copies of this page, as necessary.)

Reference Company Name: _____

Contact's Name and Title: _____

Address: _____

Phone Number: _____ E-mail: _____

Check the Category(ies) below that apply to this reference.

- | | | | | |
|---|--------------------|---------------------|----------|------------------------|
| 1. Billing, Collection, Follow-Up and Support Services
_____ WCIRS | No. of Years _____ | Contract Term _____ | to _____ | (Indicate Exact Dates) |
| 2. Mailing Services and Support Services
_____ PACLS | No. of Years _____ | Contract Term _____ | to _____ | (Indicate Exact Dates) |

Scope of Work Performed for each Reference above. (Attach additional pages, as necessary)

1. Billing, Collection, Follow-up and Support Services – WCIRS

2. Mailing Services and Support Services – PACLS

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**Contractor's Name:** _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS FOR NON-PERFORMANCE

Contractor's Name: _____

List all contracts that have been terminated for *non-performance* within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	Reason for Termination:			
5. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	Reason for Termination:			

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

D. Vendor will provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov if Contractor decides to pursue consideration of GAIN/GROW participants

_____YES _____NO

Vendor Organization: _____

Signature: _____

Type or Print Name: _____

Type or Print Title: _____ Date: _____

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Vendor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

OR

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, Pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this SOQ is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "SOQ," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this SOQ is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this SOQ that it will include the provision entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)," as set forth in the text of the Master Agreement attached to the Statement of Qualifications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its SOQ in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Statement of Qualifications.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

EXHIBIT 13

WCIRS TECHNICAL REQUIREMENTS STATEMENT

EXHIBITS 13A and 13B

DATA FILE FORMAT

WCIRS INFORMATION TECHNOLOGY
TECHNICAL REQUIREMENTS AFFIRMATION STATEMENT

The Vendor, at their expense, shall have the capability to receive standard electronic billing data files and formats for account processing (see attachment Exhibits 13A and 13B). The vendor shall receive encrypted patient files in a text delimited format. The County shall send files by accessing the Vendor's server utilizing a secure File Transfer Protocol.

Vendor affirms that all conditions, requirements and equipment protocols as stated and required above shall be in place prior to start of the work. Vendor shall have procedures in place to meet all requirements of the WCIRS, Statement of Work (SOW), Exhibit A-1, and specifically as the SOW is related and referenced to this Exhibits 13, 13A and 13B.

Vendor attests that they are able to have in place necessary equipment and protocols to perform the required functions as stated above.

Signature

Date

Print Name

Note: Vendor shall have forty-five (45) days from date of Board approval to be fully operational and responsive to DHS service requirements, and meet the information technology requirements pursuant to this Exhibit 13, Technical Requirements. Vendor may not begin WCIRS until they have met the technical requirements and have received written approval from County to commence WCIRS.

WCIRS Technical Requirements

At the start of Contract work, the Vendor shall work with DHS facilities to access Accounts Receivable data utilizing a secure File Transfer Protocol (FTP). The Vendor shall contact the County Project Manager (or designee) to obtain the facility contact's name, phone number, and email address to set up a secure FTP site.

This file is created by DHS facilities using a query to pull data elements from the Hospital Information System (HIS) and is to be used by vendor to match accounts to the State of California, Division of Workers' Compensation Electronic System to identify accounts with pending workers' compensation cases.

- The HIS system currently utilized by DHS is QuadraMed's (QM) Affinity System. The Vendor shall ensure that the data elements (Exhibit I) are sufficient to perform a match with the Workers' Compensation electronic system 45 days from date of Board approval.
- Vendor must have a program or process in place at the vendor's expense to perform a match to the Division of Workers' Compensation Electronic System.
- Vendor must be able to format or revise the facilities data file in order to perform matching or inquiries with the Workers' Compensation Electronic System.
- The County shall make the data available monthly for dates of service twelve months old (at time program is run). The data should be pulled on the first working day of the month for transactions of the previous month, of the previous year. The data shall also include any edits to admit and discharge date, insurance changes, date of birth, and social security number.
- Vendor must have capability to accept the data file in a secure File Transfer Protocol.

REQUIRED FORMS - EXHIBIT 13B

The County shall provide patient data files using the following data file layout in a text delimited format utilizing a secure File Transfer Protocol. Fields such as patient name, patient address, social security no and/or date of birth will be provided by the County; however, not all fields listed below will be made available.

WCIRS DATA FILE FORMAT:

FIELD NO	FIELD NAME	FIELD LENGTH	FIELD JUSTIFICATION	COMMENTS
1	*****	6	R	
2	FACILITY IDENTIFICATION	2		DHS ASSIGNED
3	ACCOUNT NUMBER	12	R	
4	TYPE	1	L	
5	MEDICAL RECORD NUMBER	12	R	EXCLUDE DASHES
6	LAST NAME	15	L	
7	FIRST NAME	10	L	
8	MIDDLE INITIAL	1	L	
9	SEX	1	L	
10	DOB	8	R	MMDDYYYY
11	SOCIAL SECURITY NUMBER	9	L	EXCLUDE DASHES
12	ADDRESS	25	L	
13	CITY	20	L	
14	STATE	2	L	
15	ZIP CODE	5	L	
16	HOME PHONE	10	L	EXCLUDE DASHES
17	ADMIT DATE	6	R	MMDDYY
18	ADMIT HOUR	2	R	MILITARY
19	DISCHARGE DATE	6	R	MMDDYY
20	DISCHARGE HOUR	2	R	MILITARY
21	DISCHARGE DISPOSITION	2	L	
22	TYPE OF ADMISSION	1	L	
23	BLANK RECORD	1	L	
24	SOURCE OF ADMISSION	2	L	
25	BLANK RECORD	1	L	
26	ADMIT DATE	6	R	MMDDYY
27	DISCHARGE DATE	6	R	MMDDYY
28	MARITAL STATUS	1	L	
29	PATIENT GL SERVICE CODE	2	L	
30	DATED PATIENT SERVICE.GL SERVICE PTR.CODE	2	L	
31	BLANK RECORD	1	L	
32	ACCIDENT INJURY DATE	6	R	
33	ACCIDENT INJURY HOUR	2	R	

34	ACCIDENT INJURY TYPE CODE	10	L	
35	OCCURRENCE SPAN CODE	2	L	
36	FROM OCCURRENCE SPAN DATE	6	R	
37	THRU OCCURRENCE SPAN DATE	6	R	
38	PHYSICIAN ATTENDING IDENTIFIER.NUMBER	5	L	
39	PHYSICIAN ATTENDING IDENTIFIER.NAME	25	L	
40	PHYSICIAN ATTENDING IDENTIFIER.UPIN	6	L	
41	PHYSICIAN ATTENDING IDENTIFIER.STATE LICENSED PTR.STATE CODE	2	L	
42	PHYSICIAN ATTENDING IDENTIFIER.LICENSE NUMBER	20	L	
43	GUARANTOR NAME	30	L	PRIMARY GUARANTOR
44	GUARANTOR SSN	9	R	
45	GUARANTOR ADDRESS	25	L	
46	GUARANTOR CITY	20	L	
47	GUARANTOR STATE	2	L	
48	GUARANTOR ZIP	5	L	
49	GUARANTOR PHONE	10	L	
50	INSURANCE CODE	3	L	INSURANCE 1
51	INSURANCE COMPANY NAME	40	L	
52	INSURANCE ADDRESS	25	L	
53	INSURANCE CITY	20	L	
54	INSURANCE STATE.STATE CODE	2	L	
55	INSURANCE ZIP CODE	5	L	
56	INSURANCE AUTHORIZATION NUMBER	20	L	
57	INSURANCE GROUP NUMBER	15	L	
58	INSURANCE PHONE	10	L	
59	INSURANCE SUBSCRIBER NAME	35	L	
60	INSURANCE SUBSCRIBER SEX	1	L	
61	INS PATIENT RELATIONSHIP TO INSURED.CODE	2	L	
62	INSURANCE SUBSCRIBER EMPLOYMENT STATUS.CODE	2	L	
63	INS EMPLOYER GROUP NAME	30	L	
64	SUBSCRIBER ADDRESS	25	L	
65	SUBSCRIBER CITY	20	L	
66	SUBSCRIBER STATE	2	L	

67	SUBSCRIBER ZIP CODE	5	R	
68	INSURANCE CODE	3	L	INSURANCE 2
69	INSURANCE COMPANY NAME	40	L	
70	INSURANCE ADDRESS	25	L	
71	INSURANCE CITY	20	L	
72	INSURANCE STATE.STATE CODE	2	L	
73	INSURANCE ZIP CODE	5	L	
74	INSURANCE AUTHORIZATION NUMBER	20	L	
75	INSURANCE GROUP NUMBER	15	L	
76	INSURANCE PHONE	10	L	
77	INSURANCE SUBSCRIBER NAME	35	L	
78	INSURANCE SUBSCRIBER SEX	1	L	
79	INS PATIENT RELATIONSHIP TO INSURED.CODE	2	L	
80	INSURANCE SUBSCRIBER EMPLOYMENT STATUS.CODE	2	L	
81	INS EMPLOYER GROUP NAME	30	L	
82	SUBSCRIBER ADDRESS	25	L	
83	SUBSCRIBER CITY	20	L	
84	SUBSCRIBER STATE	2	L	
85	SUBSCRIBER ZIP CODE	5	R	
86	INSURANCE CODE	3	L	INSURANCE 3
87	INSURANCE COMPANY NAME	40	L	
88	INSURANCE ADDRESS	25	L	
89	INSURANCE CITY	20	L	
90	INSURANCE STATE.STATE CODE	2	L	
91	INSURANCE ZIP CODE	5	L	
92	INSURANCE AUTHORIZATION NUMBER	20	L	
93	INSURANCE GROUP NUMBER	15	L	
94	INSURANCE PHONE	10	L	
95	INSURANCE SUBSCRIBER NAME	35	L	
96	INSURANCE SUBSCRIBER SEX	1	L	
97	INS PATIENT RELATIONSHIP TO INSURED.CODE	2	L	
98	INSURANCE SUBSCRIBER EMPLOYMENT STATUS.CODE	2	L	
99	INS EMPLOYER GROUP NAME	30	L	EMPLOYER 1
100	SUBSCRIBER ADDRESS	25	L	
101	SUBSCRIBER CITY	20	L	
102	SUBSCRIBER STATE	2	L	
103	SUBSCRIBER ZIP CODE	5	R	

104	EMPLOYER NAME	30	L	
105	EMPLOYER ADDRESS	25	L	
106	EMPLOYER CITY	20	L	
107	EMPLOYER STATE	2	L	
108	EMPLOYER ZIP CODE	5	L	
109	EMPLOYMENT INFORMATION DATA	2	L	
110	EMPLOYER NAME	30	L	EMPLOYER 2
111	EMPLOYER ADDRESS	25	L	
112	EMPLOYER CITY	20	L	
113	EMPLOYER STATE	2	L	
114	EMPLOYER ZIP CODE	5	L	
115	EMPLOYMENT INFORMATION DATA	2	L	
116	EMPLOYER NAME	30	L	EMPLOYER 3
117	EMPLOYER ADDRESS	25	L	
118	EMPLOYER CITY	20	L	
119	EMPLOYER STATE	2	L	
120	EMPLOYER ZIP CODE	5	L	
121	EMPLOYMENT INFORMATION DATA	2	L	
	BLANK FIELD (padding)	127	L	
		1536		

Note:

-Some fields are left blank.

EXHIBIT 14
PACLS TECHNICAL REQUIREMENTS STATEMENT
EXHIBITS 14A and 14B
DATA FILE FORMAT

PACLS INFORMATION TECHNOLOGY

TECHNICAL REQUIREMENTS AFFIRMATION STATEMENT

The Vendor, at their expense, shall have the capability to receive and send standard electronic billing data files and formats for account processing (see attachment Exhibit 14-A and Exhibit 14-B). The vendor shall provide and receive encrypted patient files in a text delimited format. The vendor and County shall send and retrieve files by accessing the vendors server utilizing a secure File Transfer Protocol.

Vendor affirms that all conditions, requirements and equipment protocols as stated and required above shall be in place prior to start of the work. Vendor shall have procedures in place to meet all requirements of the PACLS, Statement of Work (SOW), Exhibit A-2, and specifically as the SOW is related and referenced to this Exhibit 14, 14A, 14B.

Vendor attests that they are able to have in place necessary equipment and protocols to perform the required functions as stated above.

Signature

Date

Print Name

Note: Vendor shall have forty-five (45) days from date of Board approval to be fully operational and responsive to DHS service requirements, and meet the information technology requirements pursuant to this Exhibit 14, Technical Requirements. Vendor may not begin PACLS until they have met the technical requirements and have received written approval from County to commence PACLS.

PACLS Technical Requirements

At the start of Contract work, the Vendor shall work with DHS facilities to develop queries at the Vendor's expense. These queries must pull data elements from the Hospital Information System (HIS) to produce customized data mailers and collection letters notices.

- The HIS system currently utilized by DHS is QuadraMed's (QM) Affinity System, and the Vendor shall ensure that the query language used is compatible with QM query formats (see Exhibit 14-B for specifications), within 45 days of accepting work.
- If at any time the QM system is replaced, changed or upgraded, the Vendor shall re-develop queries to meet requirements of a new or upgraded system at the Vendor's expense, and at no additional charge to the County.
- The Vendor must be able to revise the letter format and language as requested by the County as payment programs and processes change. The requested revisions shall be done at no additional charge to the County.
- The QM Print Feed File used to produce the **Data Mailers** will be made available by the County on every business day (Monday-Friday) and will be transferred to the Vendor in a secure HIPAA/HITECH compliant format.
- The Vendor must have capability to electronically accept the QM Print Feed in a secure HIPAA/HITECH format and produce and mail the notices within forty-eight (48) hours of securing the data.
- The Vendor shall develop a custom **Collection Letter** data query at the Vendor's expense; this custom query must pull the necessary data for producing the collection letter series.
- The Vendor must have a process in place which shall monitor the receipt of all data files from facilities, within forty-five (45) days of start of work. This process shall include the ability to: 1) identify duplicate data files, files with excessively high or low volumes of data and missing files; and 2) recommend corrective action to the facility. Vendor shall maintain an active data control function that will identify erroneous or duplicate data.

Reports

The Vendor shall provide computer generated reporting of multi-level summary statistics, as well as patient account level details, which can meet the County's changing requirements, at no additional cost to the County.

- Reporting must give a clear view of both the collection effort and the corresponding collection results.
- Special reporting must be available for the County to use to reconcile the costs of the service.
- Occasionally, customized and timely reports will be required by facilities for special purposes.

- Any custom reports requested or special reporting shall be submitted in the timeframe requested by the County, and at no additional charge to the County.

Audit Inquiries

In the event of audit inquiries, the Vendor must be able to provide a detailed audit trail of transactions as well as supply PDFs or copies of all letters and mailers which it generated. The requested documents will be provided at no additional charge to the County

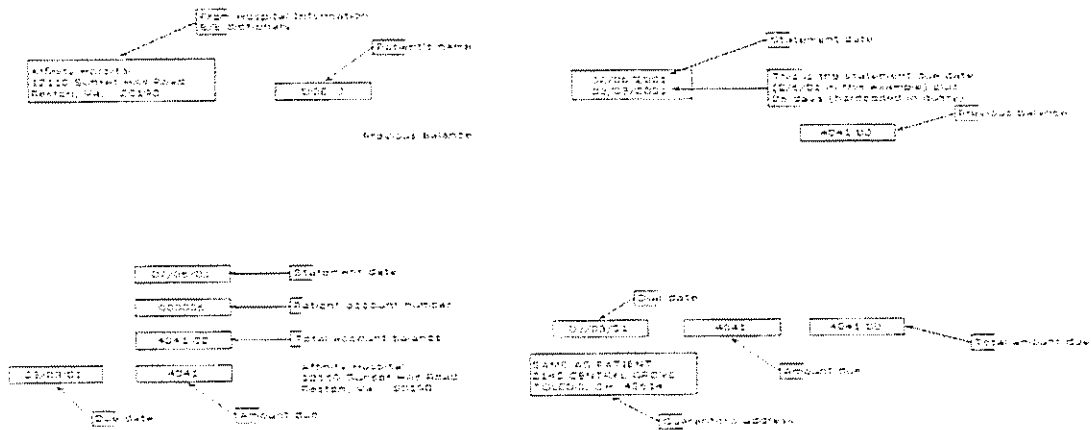
Return Feedback Files

The Vendor must be able to return feedback files to the County for National Change of Address data, CASS - Coding Accuracy Support System data and Delivery Point Validation data.

REQUIRED FORMS - EXHIBIT 14-B

Affinity

Appendix C: Datamailer Format & Field Descriptions



LINE	POSITION	FIELD	COMMENTS
1		Blank Line	Start of HEADING Info
2		Blank Line	
3		1 Site Name	
3		59 Guarantor Social Security Number	
4		1 Site Address 1	
4		59 Through Date	
5		1 Site Address 2	
5		27 Patient Name	
5		59 Due Date (Through Date + 25)	End of HEADING info
7		36 "Previous Balance"	If Previous Balance = 0
7		78 Previous Balance Amount	If Previous Balance = 0 Charge Detail could repeat for up to 14 lines, then start over heading again
8		12 Through Date	
8		27 Charge Posting Date	
8		36 Charge Description	
8		82 Charge Total Amount	
9		27 PAT Posting Date	Payment Detail could repeat for up to 14 lines, then start over heading again
9		36 PAT Transaction Code Description	
9		82 Amount Signed	
		X number of Blank Lines	Logic in the Bottom to print X blank lines depending on how many lines of charge payment info printed. Lines from here down apply to one charge detail line and one payment detail line. Add one to each line for each additional charge payment line
16		12 Through Date	
20		2 Guarantor Social Security Number	BOTTOM Info Starts HERE
		13 Patient Account Number	
21		Blank line	TRAILER Information Starts Here
22		11 Total Account Balance	
22		34 Current Collector Phone Number	
22		61 Due Date (Through Date + 25)	
22		71 Plan Amount Due	Total Bal Due from Plan or if Plan Amt = Tot Bal
22		82 Total Account Balance	
23		61 Contested Amount	May be blank if no Contested Amt
24		27 Site Name	
24		57 Guarantor Name	
25		1 Due Date (Through Date + 25)	
25		10 Plan Amount Due	
25		27 Site Address 1	
25		57 Guarantor Address 1	
26		27 Site Address 2	
26		57 Guarantor Address 2	If Guarantor Add 2 is null, GO2 is here
27		57 Guarantor City, State Zip	If Guarantor Add 2 is null, this is blank
29		27 Message 1	
30		27 Message 2	
33		3 Blank Lines	End of TRAILER Information
		2 Guarantor Social Security Number	STUB Information Starts Here
		13 Patient Account Number	
		72 "Subtotal"	
		82 Subtotal Amount	
			Does Trailer Info Again Does Heading Info Again

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

Understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

In each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) (Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/SOQ process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015
(Obtain latest version from IRS website)
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice 1015 (Rev. 12-2010)
Cat. No. 255091



Printed on recycled paper

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeLA.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1-877-BABY-SAFE 1-877-222-5723

www.babysafelaw.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

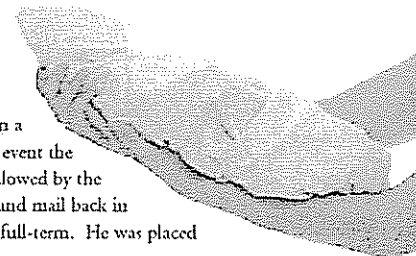
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

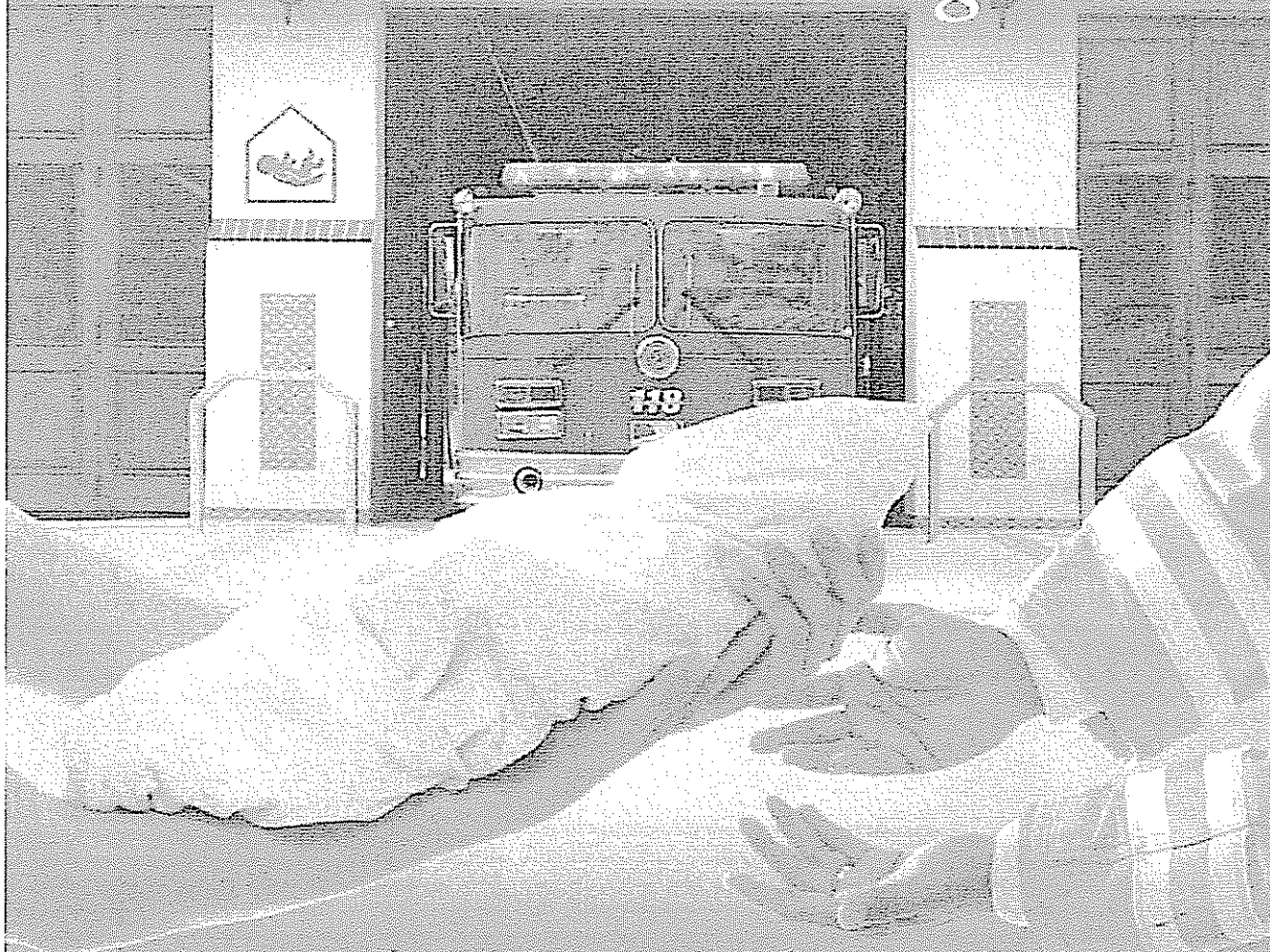
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babycafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

